



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
JANUARY 22, 2015
7:30P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Meeting Minutes:
 - i. December 18, 2014 – Regular Meeting
 - d. New Agent for Daniel Boone Conservation League (DBCL)
6. PUBLIC HEARING
 - a. Discussion regarding Ordinance O2015-01-01, an ordinance amendment pertaining to legal, non-conforming properties in the Village.
7. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding Ordinance O2015-01-01, an ordinance amendment pertaining to legal, non-conforming properties in the Village.
 - b. Discussion/Action regarding the approval of a lot combination to create a two lot Certified Survey Map for the properties with Tax Keys: V10_0773009 and V10_0773008
 - c. Discussion/Action regarding a proposal by the Richfield Historical Society for a five (5) year Comprehensive Plan for the Richfield Historical Park
8. PUBLIC COMMENTS (...Continued)
9. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov.

Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

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AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Brad Calder, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Village Board Agenda - 2015.1.22
2) ARB Mtg-Cancellation - 2015.1.21

on Friday, 1/16/15 (date), 1:15 PM (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Brad Calder
Signature

1/16/2015
Date

Personally came before me this 16th day
of January, 2015.

Margaret M. Ruppels
Notary Public, State of Wisconsin
My commission expires 9/25/16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

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MEETING DATE: January 22, 2015

SUBJECT: Consent Agenda
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ATTACHED CONSENT AGENDA?

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from December 18th, and new appointed agent for Daniel Boone Conservation League, Inc.

Please note that the required Wisconsin Department of Revenue paperwork has not been signed by the applicant, Mr. Alan Richter. This is required prior to amending the liquor license. Approval by the Board can be granted if you see fit, but the actual issuance of the license will not occur until all other requirements have been met.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs:
Future Ongoing Costs:
Physical Impact (on people/space):
Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from December 18th, 2014
4. AT-107a- Schedule for Successor of Agent for Daniel Boone Conservation League, Inc.

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from December 18th, and new appointed agent for Daniel Boone Conservation League, Inc.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

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			VILLAGE OF RICHFIELD	January-15	
			*NEED VOUCHER APPROVAL		
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			BATCH #1		
8225		12/12/14	Postmaster	2,309.76	Postage for Taxes
8226		12/12/14	Petty Cash	100.00	Cash on hand for Tax Collection
CH & 8227-8229		12/16/14	Village of Richfield P/R	16,284.03	Bi-Weekly Payroll
ACH		12/16/14	Wisconsin Dept. of Revenue	1,312.35	State Withholding Tax
EFTPS		12/16/14	Electronic Federal Tax Payment	6,304.51	Fica/Fed Tax
ACH		12/16/14	Wisconsin Deferred Compensation	225.00	457 Plan (payroll deduction)
ACH		12/16/14	Supplemental Payroll	1,232.87	Bonus Payroll
8230		12/16/14	Voided Check (To transfer Accounts)		
8231		12/16/14	Richard Heitkemper	35.00	Mailbox Replacement
8232		12/16/14	Gerald Purtell	35.00	Mailbox Replacement
8233		12/16/14	Robert Lesch	35.00	Mailbox Replacement
8234		12/16/14	David & Susan Zanon	35.00	Mailbox Replacement
8235		12/16/14	Richard Wymore	35.00	Mailbox Replacement
8236		12/17/14	First Federal Savings Bank	400.00	For Additional HSA Contribution (payroll deduction)
8237-8272		12/19/14	December Payables		
8273		12/22/14	Jewell Homes	2,000.00	Road Bond Release
8274		12/22/14	Miracle Homes	2,000.00	Road Bond Release
8275-8280		12/22/14	Tax Refund Checks #1		Tax Overpayment
8281-8320		12/23/14	Tax Refund Checks #2		Tax Overpayment
8282		12/23/14	Voided Check (Accidental Printing)		
8321-8339		12/23/14	Tax Refund Checks #3		Tax Overpayment
ACH		12/26/14	Wisconsin Retirement ETF	11,574.20	November and Partial December Payment
8340		12/26/14	Voided Check (Accidental Printing)		
8341		12/26/14	Allan Builders	2,000.00	Road Bond Release
8342		12/29/14	Payne & Dolan, Inc.	10,264.06	Road Construction Project
8343-8371		12/29/14	Tax Refund Checks #4		Tax Overpayment
8372			Part of January Payroll Batch #2		
8373-8407		12/30/14	Tax Refund Checks #5		Tax Overpayment
8408-8430		12/30/14	Tax Refund Checks #6		
8423		12/30/14	Voided Check (Accidental Printing)		
8431		12/31/14	WE Energies	2,194.80	December Street Lighting
8432		12/31/14	WE Energies	29.58	December Street Lighting

8433		12/31/14	WE Energies	391.87	December Electric
8434		12/31/14	WE Energies	2,778.04	December Energy Usage
8435		12/31/14	WE Energies	915.83	Street Lighting Group Bill
8436		12/31/14	AT&T	184.88	December Phone Bill
8437		12/31/14	CNA Surety	50.00	Employee Bond
8438		12/31/14	T&L Home Services	2,000.00	Road Bond Release
8439		12/31/14	Office Copying Equipment LTD	896.35	Equipment Maintenance and Expansion Kit
8440		12/31/14	Compass Minerals America	5,724.92	Salt Contract
8441		12/31/14	Washington County Treasurer	972.73	Small Tools and Labor Costs
8442		12/31/14	Western Contractors	74,094.55	Payment for Bark Lake Boat Launch
			TOTAL BATCH #1	146,415.33	Checks Written End of December 2014
	PO#		BATCH #2		
ACH		1/2/15	Postage	440.01	Postage Machine
8443		1/2/15	Compass Minerals America	17,641.68	Salt Contract
8444	5665950	1/2/15	Waste Management	370.31	January Service Contract
8445		1/2/15	Charter Communications	136.12	January Service Contract
8446		1/2/15	UW-Madison	480.00	DPW Training Courses
8447		1/2/15	American Public Works Association	189.00	Public Works Association Membership
8448		1/2/15	Delta Dental	206.80	January Dental (Payroll Deduction)
8449		1/2/15	WCMA	360.60	Admin., Administrative Services Coord., & Intern Membership
8450		1/2/15	North Shore Bank Leasing	718.04	Lease for two Fords per Inspection Contract
8451		1/2/15	League of Wisconsin Municipalities	4,320.96	Annual Membership Dues
8452		1/2/15	R&R Insurance	41,309.00	Annual Insurance Contract
ACH		1/2/15	United Health Care	10,636.63	January Health Insurance Payment
8453-8476		1/2/15	Check Refunds #7		Tax Overpayment
8459		1/2/15	Voided Check (Accidental Printing)		
ACH		1/2/15	Village of Richfield P/R	15,486.95	Bi-Weekly Payroll
8372		1/2/15	Bi-Weekly Payroll (Check # from Batch #1)	577.39	Tax Collection Help
ACH		1/5/15	Village of Richfield Monthly P/R	2,045.24	Monthly Payroll
ACH		1/5/15	Wisconsin Dept. of Revenue	1,129.09	State Withholding Tax
EFTPS		1/5/15	Federal Tax Deposit	6,425.63	Fica/Fed Tax Deposit
ACH		1/5/15	Wisconsin Deferred Compensation	250.00	457 Plan (payroll deduction)
8477		1/5/15	First Federated Savings Bank	19,500.00	Employee HSA Accounts
8478-8506		1/5/15	Check Refunds #8		Tax Overpayment
ACH		1/6/15	Village of Richfield Quarterly P/R	748.02	Quarterly Payroll

8507-8511		1/6/15	Village of Richfield Quarterly P/R	304.75	Quarterly Payroll
EFTPS		1/6/15	Federal Tax Deposit	174.46	Fica/Fed Tax Deposit
8512-8533		1/6/15	Check Refunds #9		Tax Overpayment
8534-8541		1/6/15	Check Refunds #10		Tax Overpayment
8542	38110	1/7/15	Houseman & Feind Attorney's	46.25	November Attorney Fee's
8543	199617	1/7/15	Neu's Supply Line	57.96	DPW Supplies & Expenses
8544		1/7/15	Mike Palmer	2,000.00	Road Bond Release
8545-8584		1/7/15	Check Refunds #11		Tax Overpayment
8585-8617		1/8/15	Check Refunds #12		Tax Overpayment
8618-8623		1/8/15	Check Refunds #13		Tax Overpayment
8624-8653		1/8/15	Check Refunds #14		Tax Overpayment
8654-8661		1/12/15	January Settlement		Settlement with Taxing Jurisdictions
ACH		1/12/15	Village of Richfield P/R	19,909.21	Bi-Weekly Payroll
8662		1/12/15	Village of Richfield P/R	307.08	Bi-Weekly Payroll Tax Help
ACH		1/12/15	Wisconsin Dept. of Revenue	2,428.20	State Withholding Tax
EFTPS		1/12/15	Federal Tax Deposit	7,332.07	Fica/Fed Tax Deposit
ACH		1/12/15	Wisconsin Deferred Compensation	250.00	457 Plan (payroll deduction)
8663		1/12/15	Voided Check (Accidental Printing)		
8664		1/12/15	Voided Check #8663 and Re-Issue		Tax Overpayment
8665-8704		1/12/15	Check Refunds #15		Tax Overpayment
8705-8739		1/14/15	Check Refunds #16		Tax Overpayment
8740-8744		1/14/15	Check Refunds #17		Tax Overpayment
			TOTAL BATCH #2	155,781.45	Checks Written Beginning of January 2015
	PO#				
			BATCH #3		
		1/15/15	Arenz, Molter, Macy & Riffle	5,028.15	December Attorney Fees
		1/15/15	Associated Appraisal Consultants	3,958.33	December Professional Services
		1/15/15	Aurora Medical Group	148.00	December Employee Testing
		1/15/15	Bonnie Quaegber	1,068.00	November and December Cleaning Invoices
18003		1/15/15	Burke Truck & Equipment	15.57	20 Amp Circuit Breaker
49339		1/15/15	Business Forms and Accounting	119.56	Laser Checks
		1/15/15	Capital One Bank (New Credit Card)	1,497.91	December CC Transactions
		1/15/15	Capital One Bank (Old Credit Card)	138.04	November CC Transactions
		1/15/15	Cintas Corporation	618.76	December Cleaning Invoice
152500		1/15/15	Civic Plus	4,646.65	Annual Website Hosting Fees
		1/15/15	CiviTek Consulting	2,142.00	November and December Planning Fees
		1/15/15	Compass Minerals America	32,812.32	December Salt Contract

		1/15/15	Douglas S Cherkauer	3,756.42	Quarter Four Well Monitoring
208349		1/15/15	Drivetrain Services	995.00	Remove & Replace Axle End
66298		1/15/15	Ehlers and Associates Inc.	1,000.00	Impact Fee Study Work
		1/15/15	E.H. Wolf & Sons, Inc.	896.86	Fuels/Petroleum Products
		1/15/15	Electrical Inspectors Association	15.00	One Year Membership
		1/15/15	Falls Auto Parts & Supplies	464.00	December DPW Supply Purchases
2129308		1/15/15	Force America, Inc.	2,491.02	Hydraulic Pump Assembly and Drive Line Kit
2085726		1/15/15	GAI Consultants	2,576.07	December Engineering Services
		1/15/15	Hopson Oil	4,208.87	December Fuel
LW6527		1/15/15	Imperial Inc.	244.14	December DPW Supply Purchases
		1/15/15	JMauel & Associates	600.00	2015 Contract
148178		1/15/15	Kunkel Engineering Group	1,199.00	December Engineering Fee's
		1/15/15	Lakeside International Trucking	1,261.92	DPW December Supplies
53238		1/15/15	Lange Enterprises, Inc.	197.83	December DPW Supply Purchases
			TOTAL BATCH #3	72,099.42	
	PO#		BATCH #4		
		1/15/15	Lannon Stone Products	2,114.62	December and January Ice Control Sand
		1/15/15	Menards	22.53	December DPW Supplies
		1/15/15	Neu's Building Center, Inc.	286.19	December DPW Supplies
17586		1/15/15	Ontech Systems Inc.	648.20	December Computer Invoice
		1/15/15	Piggly Wiggly	3.09	December Purchases
430025		1/15/15	Pomps Tire Service Inc.	1,045.20	December Inventory and Steer Tires
		1/15/15	Port A John	204.00	Metros & Liquid Waste Disposal
		1/15/15	Premium Waters Inc.	37.79	December Water Bill
		1/15/15	Road Equipment Parts Center	143.48	Rim Spaces, Brake Adjuster & Axle Drive Flange Wedges
8323		1/15/15	Schmitt Sanitation	85.00	December Services
		1/15/15	US Cellular	474.61	January Invoice
		1/15/15	Von Briesen & Roper, SC	1,290.00	December Attorney Fee's
		1/15/15	Washington County Clerk	173.55	December #10 Window Envelopes
		1/15/15	Washington County Humane Society	1,363.50	Humane Society Service Payment
		1/15/15	Washington County	14.00	Courthouse Copies from Register of Deeds Office
		1/15/15	Washington County Sheriff	25,927.40	December Sheriff Contract
		1/15/15	Wausau Equipment Co. Inc.	178.82	Wing Brace Spring Collars
		1/15/15	Weller Truck Parts	585.63	December Truck Parks
		1/15/15	Wisconsin Municipal Clerks Association	65.00	WMCA Regular Membership Renewal
1118		1/15/15	Wolf Brother, Inc.	725.00	Chloride Flakes

		1/15/15	Richfield Volunteer Fire Company	38,635.32	January 2015 Contract
			TOTAL BATCH #4	74,022.93	
			TOTAL	448,319.13	

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VILLAGE OF RICHFIELD
Treasurer's Report for December 31, 2014

Landmark Checking Account	11/30/14	<u>411,515.73</u>
Landmark Checking Account	12/31/14	<u>3,580,311.60</u>
FNB Entrepreneur Plus Account	12/31/14	<u>\$ 2,710.96</u>
FNB Platinum MMD Account	12/31/14	<u>\$ 257,266.46</u>
Bank Mutual MM Account	12/31/14	<u>\$ 250,657.76</u>

INTEREST EARNED DECEMBER 2014

	Amount	Interest Rates
Landmark Credit Union (Sweep Account)	\$ 447.79	0.25%
LGIP - General Fund	\$ 72.12	0.09%
LGIP - Park Impact Fees	\$ 4.65	0.09%
LGIP - Fire Impact Fees	\$ 13.89	0.09%
LGIP - Tax Account	\$ 90.05	0.09%
First National Bank Entrepreneur Account	\$ 0.12	0.05%
First National Bank MMDA Account	\$ 34.88	0.15%
Bank Mutual Money Market	\$ 76.62	0.33%

Total Interest Earned \$ 740.12

CERTIFICATES OF DEPOSIT

				Date Purchased	Expiration Date
First National Bank	12 Month	0.25%	\$ 251,223.45	3/3/14	3/3/15
First National Bank	18 Month	0.35%	\$ 250,441.29	4/30/14	10/31/15

**** All CD's are fully FDIC insured****

LOCAL GOVERNMENT INVESTMENT POOL

		Interest Rates
..... LGIP	General Fund	\$ 3,736,527.14 0.09%
..... LGIP	Fire Impact Fees	\$ 179,107.76 0.09%
..... LGIP	Park Impact Fees	\$ 59,911.09 0.09%
..... LGIP	Tax Account	\$ 4,000,090.07 0.09%

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES**EXPIRATION
DATE**

3/11/2014 Reflections Richfield Investments LLC	\$ 712,650.00	3/11/2015
3/11/2014 Reflections Richfield Investments LLC	\$ 150,000.00	3/11/2015

PERMIT PERFORMANCE BOND

10/10/2005 T-Mobile Central LLC Wireless Communication Tower	\$ 25,000.00	N/A
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1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:34 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Bill Collins, Dan Neu and Sandy Voss.

Also present: Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt.

2. Verification of Compliance With Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)

Donald Roche 3664 Neuberg Ct Hubertus

5. CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes:
 - i. November 20, 2014 – Regular Meeting
- d. New Operator Licenses

Motion by Trustee Neu to approve the Vouchers for Payment, the Village Board Minutes from November 20th, new Operator's License, and Treasurer's Report; Seconded by Trustee Voss; Motion carried unanimously.

6. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding Ordinance O2014-12-1, an Ordinance to rezone a portion of Tax Key: V10_1313 from A-1, Exclusive Agricultural District to A-2, General Agricultural District and the remainder from A-1, to Rs-1b, Single Family Cluster/Open Space Residential District and Tax Key: V10_1314 from A-1 to Rs-1b, petition by Donna M. Nagel Survivors Trust

Motion by Trustee Brandner to approve Ordinance O2014-12-1, an Ordinance to rezone Tax Keys: V10-1313 and V10-1314 as described therein subject to the following General and Specific Conditions of Approval; Seconded by Trustee Neu; Motion carried unanimously.

Specific Conditions of Approval:

1. Proposed Certified Survey Map must be approved by the Village Board and filed at the Washington County Register of Deeds
2. Within 12 months of the approval of the proposed CSM, the subdivider must file a Preliminary Plat for the proposed subdivision

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.

2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval

b. Discussion/Action regarding the approval of a land division to create a one lot Certified Survey Map (CSM) for the property with Tax Key: V10_1313, Donna M. Nagel Survivors Trust

Motion by Trustee Neu to approve the Certified Survey Map for the property indicated by Tax Key: V10_1313, subject to the General and Specific Conditions of Approval listed below; Seconded by Trustee Brandner; Motion carried unanimously.

Specific Conditions of Approval:

1. On page 2 of the CSM, the signature block for "Interim Clerk" be replaced with "Administrator/Clerk".
2. That the subject property, indicated by Tax Key: V10_1313, be rezoned by ordinance to A-2, General Agricultural District.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

c. Discussion/Action regarding the approval of a lot combination to create a one lot Certified Survey Map for the properties with Tax Keys: V10_035600B and V10_0373, Richfield Joint School District No. 1

Motion by Trustee Neu to approve the Certified Survey Map for the Richfield Joint School District No. 1, identified by Tax Keys: V10_035600B and V10-0373, subject to the General and Specific Conditions of Approval listed below; Seconded by Trustee Voss, Motion carried unanimously.

Specific Conditions of Approval:

1. That the comments addressed by Village Engineer Michael Rubendall on his November 21, 2014 correspondence be addressed to his satisfaction.

2. On page 2 of the CSM, the signature block for Laura Johnson as "Clerk" be replaced with "Jim Healy, Administrator/Clerk".

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; of for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

d. Discussion/Action regarding the Preliminary Plat for Lakeview Ridge Subdivision, Tax Key: V10_0963, D&S Weyer No III, LLC.

Motion by Trustee Neu to approve the preliminary plat for Lakeview Ridge subdivision, subject to the General and Specific Conditions of Approval listed below; Seconded by Trustee Collins; Motion carried unanimously.

Specific Conditions of Approval

1. The preliminary plat shall show all required features listed in the Village's land division regulations (Chapter 330), including but not limited to the following:
 - a. signature blocks for surveyor, property owner, village clerk-treasurer, county treasurer, and village board.
 - b. mortgagee certification block if the property owner has a mortgage on the property.
2. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
3. The subdivider shall comply with the requirements in Section 70.193(J) of the municipal code with respect to "open space area ownership and maintenance requirements."
4. The subdivider shall submit a stormwater management agreement to the Village Board and obtain approval of the same. If required provide an access easement to the stormwater pond.
5. The subdivider shall install all improvements prior to submitting the final plat as required by Chapter 330 of the municipal code, in particular Sections 330-60 and 330-60A.
6. Prior to any land-altering activity, the subdivider shall submit all required plans (e.g., construction plans, stormwater management, and erosion control) to the Village Engineer and obtain approval of the same.
7. The subdivider shall provide all financial guarantees for any improvements as may be required by Chapter 330 of the municipal code.
8. A no access strip shall be added to lots 1, 9, 10, and 12 along Lakeview Drive so there is no question that access must be off of Lakeview Ridge Lane.
9. A note shall be added to lots 3, 4, 6, and 7 indicating that driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent.
10. The note for the stormwater management easement should be changed to "Stormwater Management Easement Granted to the Village of Richfield."
11. The extent of the stormwater easement should be described by a legal description if so required by the Village Engineer.
12. Receive written approval from the Village's contracted hydrologist, Dr. Doug Cherkauer, to ensure compliance with the Village's Ground Water Protection Ordinance.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

e. Discussion/Action to commence the process regarding various amendments to the Village's Future Land Use Map

Motion by Trustee Brandner to direct Staff to implement the Public Participation Plan as presented and to direct the matter to the Plan Commission for completion to amend the Future Land Use Map to change those parcels along Scenic Road and Willow Creek Road from 'Quarry Redevelopment' to 'Single Family Residential' and make related text changes regarding the 'Quarry Redevelopment' district; Seconded by Trustee Neu; Motion carried unanimously.

f. Discussion/Action regarding the scheduling of a January 2015 Village Board Meeting

Motion by Trustee Voss to direct Staff to notify the general public of a scheduling change for the January Village Board meeting from January 15, 2015 to January 22, 2015 at 7:30PM; Seconded by Trustee Neu; Motion carried unanimously.

g. Discussion/Action regarding the extraterritorial plat review of a proposed preliminary plat in the Town of Lisbon, NW ¼ of Section 4, T8N, R19E; Colgate Investments, applicant

Motion by Trustee Voss to approve the Preliminary Plat for Colgate Investments, LLC in the Town of Lisbon as prepared by CJ Engineering with a revision date of November 10, 2014, provided they receive all other necessary approvals before registering the plat at the Waukesha County Register of Deeds; Seconded by Trustee Neu; Motion carried unanimously.

h. Discussion/Action regarding 2014 groundwater monitoring agreement with Dr. D.S. Cherkauer

Motion by Trustee Brandner to direct the Village Administrator to execute an agreement with Dr. Douglas Cherkauer to continue the Groundwater Monitoring Program and groundwater permit review for 2015 per the proposed 2015 agreement. Seconded by Trustee Collins; Motion carried unanimously.

i. Discussion/Action regarding the pulling of a Letter of Credit for Logger's Park, LLC.

No action was taken.

7. PUBLIC COMMENTS (...Continued)

No spoke

8. CLOSED SESSION

- a. **Discussion /Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats., - Considering employment, promotion, compensation or performance evaluation data of any**

**public employee over which the governmental body has jurisdiction or exercises responsibility –
Village Administrator**

President Jeffords read 9a., 9b., 9c., 9d. and 9e. aloud.

Motion by Trustee Voss to enter into closed session under Wis. Stats. 19.85(1)(b); Seconded by Trustee Neu;
Motion carried unanimously by roll call vote.

Motion by Trustee Brandner to reconvene in open session; Seconded by Trustee Collins; Motion carried
unanimously by roll call vote.

9. RECONVENE IN OPEN SESSION

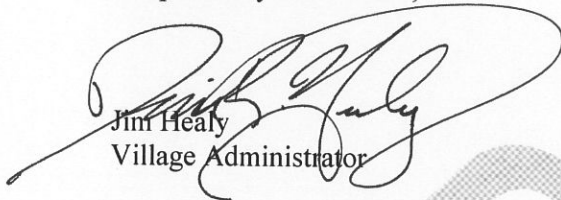
a. Discussion/Action regarding matters addressed in Closed Session as outlined above.

Motion by Trustee Collins to authorize President Jeffords to execute a contract with Village Administrator Jim Healy for
administrative services over the next three years; Seconded by Trustee Voss; Motion passed without objection.

10. ADJOURNMENT

Motion by Trustee to adjourn the meeting at 9:15PM by Trustee Brandner; Seconded by Trustee Collins; Motion
carried unanimously.

Respectfully Submitted,


Jim Healy
Village Administrator

7a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: January 22, 2015

SUBJECT: Ordinance Amendment – Legal, Non-conforming Lots
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION TO ADOPT THE PROPOSED ORDINANCE AMENDMENT FOR LEGAL, NON-CONFORMING LOTS?

ISSUE SUMMARY:

Early in 2014, the Village was working on the drafting of an ordinance which would allow properties that are considered legal, non-conforming (LNC) to have boundary line relocations or be absorbed into an adjoining LNC property in common ownership, even if the resultant lot was still LNC. The impetus for the ordinance amendment was a church property on STH 175 which was across from Pioneer Bowl. At the time, we had an individual interested in purchasing only the church property, but the parsonage, and accessory garage, each with their own tax bill, were being sold as a 'package deal'. Eventually the potential buyer faded out of the picture and Staff no longer pursued the ordinance amendment.

Over the last few weeks and months, Village Staff has encountered four different situations where in the absence of an ordinance to act as the vehicle to make reasonably requested changes, property owners are being left without alternatives.

At the December 4, 2014 Plan Commission meeting a draft ordinance was prepared and reviewed with the following motion having been made at the conclusion of discussion:

Motion by Collins to recommend to the Village Board the adoption of the proposed ordinance to allow the reconfiguration of legal, non-conforming properties and to direct Staff to prepare a Class II Public Hearing Notice pursuant to our municipal code; Seconded by Commissioner Melzer; Motion passed without objection.

The only other policy decision the Plan Commission considered is whether or not it is necessary to require consenting parties to concurrently file Deed Restrictions with the Washington County Register of Deeds along with the revised CSM. It is the opinion of the Village Attorney that by only relying on notes that are placed on the face of the CSM, there is the possibility that they may be overlooked by an interested third-party. While I certainly understand the position of the Village Attorney, it is the position of Staff and the Village's Plan Commission that this would be place unnecessary additional costs upon current property owners. Notation is already required on the face of the CSM and the Plan Commission did not feel as though it was necessary to have property owners absorb those additional costs for a duplication of effort.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Legal, Non-conforming Lots Impacted

Residual or Support/Overhead/Fringe Costs: N/A

ATTACHMENTS:

1. Ordinance O2015-01-01, an Ordinance to create regulations in Chapter 330 of the Village Code of ordinances relating to the creation of non-conforming lots.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: January 22, 2015

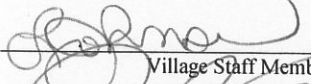
SUBJECT: Ordinance Amendment – Legal, Non-conforming Lots
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

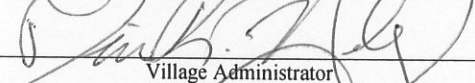
STAFF RECOMMENDATION:

Motion to approve Ordinance O2015-01-01, an ordinance to allow the reconfiguration of legal, non-conforming properties in the Village of Richfield.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



Village Staff Member


Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

ORDINANCE 2015-01-01

**AN ORDINANCE TO CREATE REGULATIONS IN
CHAPTER 330 OF THE VILLAGE OF RICHFIELD CODE OF
ORDINANCES RELATING TO CREATION OF NONCONFORMING LOTS**

WHEREAS, the Village Board for the Village of Richfield adopted subdivision regulations for the Village of Richfield on May 10, 1984, by Ordinance No. 84-1, and has amended such regulations from time to time; and

WHEREAS, the subdivision regulations are codified as Chapter 330 of the Village of Richfield Code of Ordinances, which is titled "Subdivision of Land;" and

WHEREAS, the Plan Commission prepared a draft ordinance to address the best way to handle adjoining substandard lots that may need to be reconfigured and where the resulting lots do not comply with the dimensional standards that apply to the creation of new lots; and

WHEREAS, the Plan Commission recommended approval of the same at its meeting on December 4, 2014; and

WHEREAS, the Village Board conducted a public hearing on January 22, 2015 to accept public input on the recommended ordinance; and

WHEREAS, the Village Board adopted the recommended ordinance;

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Richfield, Washington County, Wisconsin, do ordain as follows:

Section 1. Chapter 330 of the Village of Richfield Code of Ordinances, titled "Subdivision of Land," Section 330-11-A, to be titled "Establishment of substandard lots," is hereby created as follows:

§ 330-11-A. Establishment of substandard lots.

A. **Generally.** Upon petition, the Village Board may approve a certified survey map where one or more of the parcels do not comply with one or more of the dimensional standards in this chapter and/or in Chapter 70 of the Richfield Code of Ordinances, titled "Zoning" provided one of the following circumstances exist:

- (1) An existing principal building or accessory building crosses a common property boundary line and the affected property owners submit a joint application, and the lot line cannot be adjusted in a way that results in legal conforming lots and setback and offset compliance for existing structures.

- (2) A person owns three or more adjoining legal nonconforming lots and the resulting number of parcels is reduced (e.g., three legal nonconforming lots are reconfigured to form two lots, one or both of which are substandard).
 - (3) The certified survey map is for one lot and is used to establish the boundary of such nonconforming parcel.
 - (4) Any circumstance where the nonconforming lot is no less nonconforming than currently exists (i.e., a non-conforming lot is 3 acres and after reconfiguration is 3 acres or larger).
- B. **Submittal requirements.** In addition to the features normally depicted on a preliminary certified survey map, the following shall be depicted:
- (1) Existing lot lines to be removed by the certified survey map.
 - (2) The location of all existing wells and sanitary systems and other improvements not otherwise depicted on a preliminary certified survey map.
 - (3) The measurement between the proposed lot line and any structure that will not comply with any setback requirement established in this chapter or the Village's zoning regulations.
 - (4) Any other information requested by the Plan Commission or Village Board deemed necessary to render a decision under this section. If the applicant is willing to provide the requested information, the time clock shall be suspended until such time the Plan Commission or Village Board reviews such information at a regular or special meeting. If the applicant is not willing to provide the requested information, the Plan Commission and Village Board shall act on the information submitted by the applicant. Failure to provide the requested information shall constitute a sufficient reason to deny the creation of substandard lots.
- C. **Basis of decision.** The Plan Commission may only recommend approval and the Village Board may only approve a certified survey map with one or more substandard lots upon a finding that (1) the proposed configuration of the parcels constitutes an improved layout, (2) each of the resulting parcels will have legal access to a public roadway, and (3) the spirit and intent of this chapter, as set forth in sections 330-2 and 330-3, is achieved to the greatest extent possible given the existing circumstances, (4) the existing lots are legal lots or legal nonconforming lots.
- D. **Imposition of conditions.** The Plan Commission may recommend and the Village Board may impose one or more conditions of approval deemed necessary to further the intent and purposes of this chapter and the Village's zoning regulations.
- E. **Required notes on the certified survey map.** If a certified survey map is approved with one or more substandard lots, a notation shall be shown on the face of the survey substantially as follows:

Parcel ____ is a substandard lot and was approved by the Village of Richfield under authority of Section 330-11-A of the Richfield Code of Ordinances. Such parcel shall comply with all applicable regulations relating to legal nonconforming lots which may now exist or which may be established by the Village of Richfield.

If a certified survey map is approved with a parcel that contains an existing structure that does not comply with setback standards in the Village's zoning regulations, a notation shall be shown on the fact of the survey substantially as follows:

Parcel ____ contains an existing structure that does not comply with setback standards in the Village's zoning regulations in effect on the date this certified survey map was approved by the Village of Richfield. Such structure shall comply with all applicable regulations relating to legal nonconforming structures which may now exist or which may be established by the Village of Richfield.

Section 2. Chapter 330 of the Village of Richfield Code of Ordinances, titled "Subdivision of Land," Section 330-42, titled "Lot design," is repealed and recreated as follows:

§ 330-42. Lot design.

- A. Generally. The size, shape, and orientation of lots shall be appropriate for the location of the land division and for the type of development and use contemplated. The lots should be designed to provide an aesthetically pleasing building site and a proper architectural setting for the building contemplated.
- B. Design requirements. Except as allowed under Section 330-11 and Section 330-11-A, parcels hereafter created shall comply with the following design requirements:
- (1) Side lot lines shall be at right angles to straight street lines or radial to curved street lines on which the lots face unless impractical to do so. Lot lines shall follow municipal boundary lines rather than cross them.
 - (2) Double-frontage or through lots shall be prohibited except where necessary to provide separation of residential development from arterial traffic or to overcome specific disadvantages of topography and orientation.
 - (3) Every lot shall front or abut for a distance of at least 50 feet on a public street.
 - (4) The area and dimensions of all lots shall comply with applicable requirements in Chapter 70, titled "Zoning," of the Village of Richfield Code of Ordinances.
 - (5) Excessive depth of lots in relation to width shall be avoided and a proportion of two to one shall be considered a standard depth to width ratio under normal conditions. Lots shall normally be rectangular in shape, and lots having more than five sides shall be avoided. Depth of lots or parcels designated for commercial or industrial use shall be adequate to provide for off-street service and parking required by the use contemplated.
 - (6) The width of lots within the interior of a block shall conform to the requirements of the applicable Village or county ordinance, and in no case shall a lot have a minimum width

at the building setback line of less than that which is required by the applicable zoning ordinance.

- (7) In any plat abutting a lake or stream, lands lying between the meander line and the water's edge and any otherwise unplattable lands which lie between a proposed land division and the water's edge shall be dedicated to the public or made a part of the adjacent lot or parcel.

Section 3. This ordinance shall become effective upon passage and posting or publication as provided by law.

Section 4. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific Section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, Sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Adopted this 22 day of January, 2015

John Jeffords, President

ATTEST:

James Healy, Village Administrator

7 b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: January 22, 2015

SUBJECT: Creation of a two-lot CSM, Tax Keys: V10_0773-008 and V10_0773-009
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION FOR THE APPROVAL OF THE PROPOSED TWO-LOST CSM TO ADJUST PROPERTY BOUNDARY LINES BETWEEN TWO CONSENTING PROPERTY OWNERS ON OCONOBANKS DRIVE?

ISSUE SUMMARY:

As you know, over the past few months Village Staff has been working with the Plan Commission and Village Attorney to adopt an ordinance which would allow for the reconfiguration of legal, non-conforming properties. Pursuant to that soon to be adopted ordinance, the petitioner before us tonight has prepared a Certified Survey Map which would correct a fairly sizeable error which took place a number of decades ago.

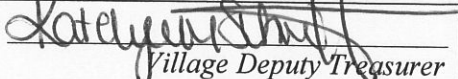
The proposed boundary line relocation is proposed to legalize one of three existing accessory structures on the property. Currently the boundary line shared by these two property owners not only bisects a portion of the petitioner's garage but also two other smaller garden sheds too. The proposed survey by Don Thoma of Accurate Surveying & Engineering, LLP. would rectify the situation with the garage without significant impact to the surrounding neighbors or deviation from our Chapter 70 Zoning Code & Chapter 330, Subdivision Regulations. Based on previous conversations with the property owner, it is our understanding the two garden sheds would be removed entirely in the near future.

On December 18th the proposed survey was sent to our Village Engineers for review and the survey was accepted 'as is'. The Plan Commission then considered the same and the following motion was made:

Motion by Commissioner Melzer to recommend to the Village Board the approval of a lot combination to create a two lot Certified Survey Map for the properties with Tax Keys: V10_0773009 and V10_0773008; Seconded by Trustee Collins; Motion passed without objection.

If the Village Board were of a mind to accept the recommended approval from the Plan Commission, this proposed CSM would only be able to be approved pending the approval of Ordinance O2015-01-0,.?1 before this body tonight.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs: None

Future Ongoing Costs: None

Physical Impact (on people/space): Garage correctly placed on property owner's land

Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. CSM prepared by Donald Thoma, dated 12/17/14
2. Correspondence from Village Engineer Mike Rubendall dated 12/29/14
3. Ordinance O2015-01-01, an Ordinance to create regulations in Chapter 330 relating to the creation of nonconforming lots



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: January 22, 2015

SUBJECT: Creation of a two-lot CSM, Tax Keys: V10_0773-008 and V10_0773-009
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Motion to approve the proposed Certified Survey Map for Mr. Curtis Hultstrum and Ms. Sharon Finger, indicated by Tax Keys: V10_0773008 and V10_0773009, prepared by Don Thoma RLS, subject to the General and Specific Conditions of Approval listed below:

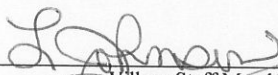
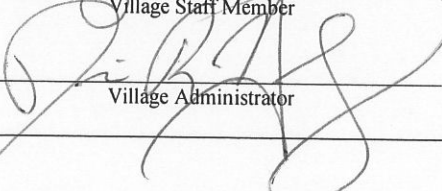
Specific Conditions of Approval:

1. That prior to the Village signing the prepared CSM, Ordinance O2015-01-01, be formally adopted and enacted into legislation by the Village Board.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:


Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Lot Eight (8) and Lot Nine (9) in Assessor's Plat of Oconobanks, being part of the NW 1/4 and SW 1/4 of the SE 1/4 and part of the NE 1/4 and SE 1/4 of the SW 1/4, all in Section 19, Township 9 North, Range 19 East, in the Town of Richfield now the Village of Richfield, Washington County, Wisconsin.

Parcel 1, CSM 4438

Center
Sec. 19-9-19
conc.mon./brass cap found
452,795.91
2,455,337.52
(State Plane Coordinates)

Assessor's Plat of Oconobanks

Lot 10

Owner/Subdivider (Lot 1)

Vernon E. and Sharon
M. Finger Irrevocable
Trust Agreement
1076 Oconobanks Dr.
Colgate, WI 53017

Owner/Subdivider (Lot 2)

Curtis R. Hultstrum
1075 Oconobanks Dr.
Colgate, WI 53017

Surveyor

Donald J. Thoma
Accurate Surveying &
Engineering, LLP
2911 Wildlife Lane
Richfield, WI 53076

zoning subject to change
Rs-2 Residential
Front min. - 50'
Side min. - 30'
Rear min. - 50'

(r.a.) means "recorded as"

(meas.) means "measured as"

- - indicates a 1.3"od iron pipe found unless noted.

○ - indicates a 1.3"od x 18" iron pipe weighing 1.68 lbs./ft. set or set from previous survey.

Scale in feet
1" = 100'

Bearings are referenced to the Wisconsin State Plane Coordinate Grid System, South Zone, the east line of the SW 1/4 has a grid bearing of N 00°32'27" W.

South quarter corner
Sec. 19-9-19
conc.mon./brass cap found
450,134.85
2,455,362.64
(State Plane Coordinates)

12.

Donald J. Thomas
Donald J. Thomas, S-2470

Dated this 7th day of December, 2014.

This instrument was drafted by Donald J. Thoma, S-2470

Washington County Certified Survey Map

Lot Eight (8) and Lot Nine (9) in Assessor's Plat of Oconobanks, being part of the NW 1/4 and SW 1/4 of the SE 1/4 and part of the NE 1/4 and SE 1/4 of the SW 1/4, all in Section 19, Township 9 North, Range 19 East, in the Town of Richfield now the Village of Richfield, Washington County, Wisconsin.

Curve Data:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-1	66.00'	75.18'	71.18'	S 11°58'24" W	65°16'01"
C-2	66.00'	111.60'	98.77'	S 69°05'56" E	96°52'40"
C-3	66.00'	186.78'	130.40'	S 36°27'56" E	162°08'41"

Surveyor's Certificate:

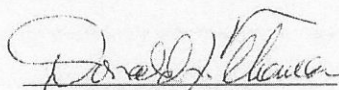
I, Donald J. Thoma, registered land surveyor, hereby certify that by the direction of Curtis Hultstrum, I have surveyed, divided, and mapped the land shown and described hereon, Lot Eight (8) and Lot Nine (9) in Assessor's Plat of Oconobanks, being part of the NW 1/4 and SW 1/4 of the SE 1/4 and part of the NE 1/4 and SE 1/4 of the SW 1/4, all in Section 19, Township 9 North, Range 19 East, in the Town of Richfield now the Village of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

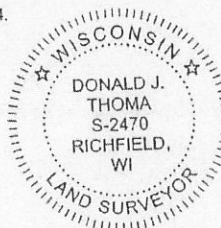
Commencing at the South Quarter corner of said Section 19; thence N 00°32'27" W, along the east line of said SW 1/4, 2015.49 feet, to a point in the southeasterly line of said Lot 8 and the point of beginning of lands herein described; thence S 23°01'41" W, along said southeasterly line, 209.76 feet, to a 1.3 inch od iron pipe found; thence S 89°31'03" W, along the monumented south line of said Lot 8, 249.34 feet, to a 1.3 inch od iron pipe found; thence N 00°36'08" W, along the monumented west line of said Lots 8 and 9, 470.00 feet; thence S 88°56'41" E, along the north line of said Lot 9, 328.55 feet, to a point in the westerly right-of-way line of Oconobanks Drive; thence southwesterly southerly and easterly along said westerly right-of-way line and along the arc of a curve to the left, 186.78 feet, radius 66.00 feet, delta 162°08'41", chord S 36°27'56" E 130.40 feet; thence S 23°01'41" W, along said southeasterly line of Lot 8, 178.10 feet, to the point of beginning.

Containing 3.466 acres (150,963 square feet) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the Village of Richfield Land Division Ordinance per Chapter 330 of the Village Code (subdivision regulations) in surveying, dividing, and mapping said land, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this 17th day of December, 2014.


Donald J. Thoma, S-2470



Owner's Certificate:

As owner of Lot 1 of this Certified Survey Map, I hereby certify that I caused the land shown and described herein to be surveyed, divided and mapped as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Richfield Plan Commission
Village of Richfield Village Board

Sharon M. Finger - Trustee

Pamela J. Finger - Trustee

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s

Personally came before me this _____ day of _____, 201____, the above named trustees are to me known to be the same persons who executed the foregoing instrument and acknowledge the same.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Washington County Certified Survey Map

Lot Eight (8) and Lot Nine (9) in Assessor's Plat of Oconobanks, being part of the NW 1/4 and SW 1/4 of the SE 1/4 and part of the NE 1/4 and SE 1/4 of the SW 1/4, all in Section 19, Township 9 North, Range 19 East, in the Town of Richfield now the Village of Richfield, Washington County, Wisconsin.

Owner's Certificate:

As owner of Lot 2 of this Certified Survey Map, I hereby certify that I caused the land shown and described herein to be surveyed, divided and mapped as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Richfield Plan Commission
Village of Richfield Village Board

Curtis R. Hulterstrum - Owner

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s

Personally came before me this ____ day of _____, 201____, the above named owner is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Consent of Corporate Mortgage:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of Curtis R. Hulterstrum, owner.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed

by _____, Its President, and countersigned by _____,

its Secretary(cashier), at _____, _____, (State) and its corporate seal to be hereunto

affixed this ____ day of _____, 201____.

In the presence of:

_____, _____ (Corporate Seal)
Corporate Name

President

Secretary of Cashier

Date

STATE OF WISCONSIN)
WASHINGTON COUNTY)s.s.

Personally came before me this ____ day of _____, 201____.

President, and _____, Secretary(cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary(cashier) of said corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____, Notary Public, _____, Wisconsin.

My commission expires _____

Village of Richfield Village Board Approval:

This land division is hereby approved and hereby accepted by the Village of Richfield

Village Board this ____ day of _____, 201____.

John Jeffords - Village President

Jim Healy - Village Administrator/Clerk

Jim Healy

From: Michael Rubendall <m.rubendall@gaiconsultants.com>
Sent: Monday, December 29, 2014 9:36 AM
To: Jim Healy
Cc: Ronald Dalton
Subject: RE: CSM Review

Jim,

I apologize for the delay. I had a couple of questions for Don Thoma, the R.L.S. who prepared the CSM and the Quit Claim Deed, and he just got back to me this morning. Don was able to clear up my questions and I have no comments on the proposed CSM.

We recommend approval of the proposed Finger/Hulterstrum Certified Survey Map of Lots 8 and 9 of the Assessor's Plat of Oconobanks.

Regards,

Mike,

GAI Consultants, Inc.

From: Jim Healy [mailto:administrator@richfieldwi.gov]
Sent: Monday, December 29, 2014 8:34 AM
To: Michael Rubendall
Cc: Ronald Dalton
Subject: CSM Review

Dear Mike and Ron,

Would it be possible to receive your comments on the CSM we sent over to your offices for review on the 19th? I am only in the offices two days this week because of an out of state wedding so I am trying to button-up my Plan Commission packet by the close of business tomorrow.

Thank you so much!

Sincerely,

Jim Healy
Village Administrator
Planning and Zoning Administrator
(262)-628-2260
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

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7 c



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: January 22, 2015

SUBJECT: Richfield Historical Society's 2014 5-Year Master Plan
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PARK COMMISSION FOR THE APPROVAL OF THE RICHFIELD HISTORICAL SOCIETY'S 5-YEAR MASTER PLAN FOR THE RICHFIELD HISTORICAL PARK?

ISSUE SUMMARY:

In June of 2010, the Richfield Historical Society submitted their first Richfield Historical Park Master Plan for the 29-acre parcel of land directly north of the Nature Park. The Plan contained current buildings in the Richfield Historical Park, projects in process and proposed additions to the Richfield Historical Park, a map of the Historical Park and general information such as vehicle and pedestrian traffic flow through the Historical Park and general landscaping.

The Village makes an effort to update their Comprehensive and Capital Improvement Plans regularly and recognizes that these documents are fluid and must adapt and change as projects arise and organizational goals ebb and flow. The Village requested a copy of the 5-Year Master Plan in June of 2014 so that the Village Board can continue to be a partner with the Historical Society's overall vision for our Park.

At the November 12, 2014 Park Commission Meeting the Commission considered the document and made the following motion:

Motion by Commissioner Paul Bernard to table the Richfield Historical Society's 2014 Richfield Historical Park Master Plan until the next meeting; Seconded by Commissioner Donald Filipiak; Motion passed without objection.

The Park Commission requested that more information be included in the document to help prioritize projects and give a more accurate portrayal of the park as a whole. They also requested a special meeting held in December so that the Historical Society might be able to expedite the plan and the proposed projects in it. After much discussion regarding the proposed plan and reviewing several generations of revisions, the following motion was made by the Park Commission:

Motion by Commissioner Don Filipiak to recommend approval to the Village Board of the Richfield Historical Society's 2014 Richfield Historical Park's 5-Year Master Plan; Seconded by Commissioner Paul Bernard; Motion passed without objection.

Tonight, the Richfield Historical Society's 2014 5-Year Master Park Plan is being brought before the Village Board for review and comment. In your packet is the most recently updated Richfield Historical Park 5-Year Master Plan, and the Village of Richfield and Richfield Historical Society Management Agreement.

Upon review of the most recently submitted plan Staff received December 1, 2014, Staff provided the following feedback with recommended changes and requests for additional information:

Being that several different individuals have various versions of the plan, Staff recommended that the plan and more importantly the map in the plan be recreated in a more easily formatted version so that updates to it could be made more regularly.

Staff compared the content of the Master Plan with the "Richfield Historical Park/Richfield Historical Society



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: January 22, 2015

SUBJECT: Richfield Historical Society's 2014 5-Year Master Plan
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator

Future Projects" list we had previously been provided. Numerous items on the list were missing and there is content we believe should be added into the Master Plan if it is still the intent of the Historical Society to pursue those projects in the future.

Being that the Messer/Mayer Mill is one of the main focal points of the park and continues to be the main point of interest from the Village's stand point, we recommended that more information describing the different phases of the project be included in the plan and future anticipated uses.

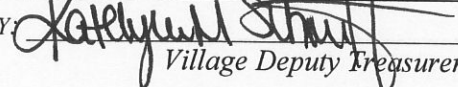
Staff also recommended the layout of the park itself be described in more detail so that Staff, Commissioners, and residents get a feel for the overall idea and direction of the park as a whole.

For major Capital Improvement Projects over a \$5,000 value the Village includes cost estimates for those projects laid out over a five (5) year period. Staff requested that the Historical Park do the same in their plan listing the costs and dates of those projects in chronological order to help prioritize the timeline of completion.

The Addendum for the Blacksmith Shop that was included in the plan was exactly the type of information Staff would like to see for immediate upcoming projects and as a preliminary submittal in the Master Plan, we believe this level of detail is appropriate.

Staff made these recommendations to the Historical Society since this is the type of information requested in other Master Plan documents. While the Historical Park is managed by the Historical Society the Park itself and the buildings in it are still owned by the Village. The Village is requesting this information as a way that we might keep an open line of communication with Historical Park members, Staff, Commissioners and residents about what is happening in the Park and what is on the horizon.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs: Variable
Future Ongoing Costs: Variable
Physical Impact (on people/space): Park development
Residual or Support/Overhead/Fringe Costs: Variable

ATTACHMENTS:

1. Richfield Historical Park 5-Year Master Plan
2. Village of Richfield and Richfield Historical Society Management Plan

STAFF RECOMMENDATION:

Motion to approve the proposed Historical Park Master Plan as prepared by the Richfield Historical Society.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN




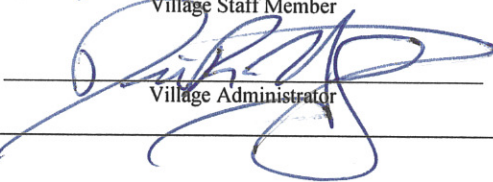
VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c

MEETING DATE: January 22, 2015

SUBJECT: Richfield Historical Society's 2014 5-Year Master Plan
DATE SUBMITTED: January 15, 2015
SUBMITTED BY: Jim Healy, Village Administrator



Village Staff Member


Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Richfield Historical Park

Master Plan



Developed by the Richfield Historical Society

2014



Preface

The Richfield Historical Park is an important element in our community. The Park's picturesque setting is the site of the historic 1870s Messer/Mayer Mill and supporting structures that have gained recognition on the National Register of Historic Places. The Mill recognition rests on it being a custom grist mill which served the surrounding community when wheat was "king" in Wisconsin as well as an intact site representative of the associated agriculture. A significant contribution to the mill's uniqueness is its three floors of original milling equipment, much of it manufactured by Milwaukee's Allis Chalmers Manufacturing Company and its predecessors.

The preservation of the historic Messer/Mayer Mill, the miller's home and supporting structures represents thousands of hours of community volunteer effort, which has served to bind our community together and has touched the lives of many community residents. It has provided the community with exceptional educational opportunities.

The site provides a picturesque/historical setting, an important addition to the Richfield Park System and works seamlessly with its immediate neighbor, the Richfield Nature Park. As the Historical Society enhances its existing events (Antique Appraisal Event, Maple Syrup Days, Richfield Art at the Mill, Vintage Baseball Game and Car Show, Annual Threshere, Swap Meet/Craft Fair and Christmas at the Mill) and develops new programs and events, it is anticipated visitors to the site and events will grow and bring many benefits to area businesses as well as provide continued educational and tourism possibilities. In addition, many people visit the park not only for the events mentioned above, but as casual walk-through and drive-through visitors. Plus on any given weekend in the summer, photographers are at work using the buildings and park as a unique setting for weddings and family pictures.

Introduction

The purpose of the Master Plan for the Richfield Historical Park is to define the projects in progress and planned projects which the Richfield Historical Society has developed for the Park's layout and usage. The Society has adopted the following as the Purpose for the Park:

The Richfield Historical Park provides a visual educational experience through the preservation of the Messer/Mayer Mill and other historic structures.

The Master Plan follows this Purpose by enhancing the current facility in order to provide a greater educational experience. This plan is scheduled to be revised annually in November of each year.

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Current Buildings in the Richfield Historical Park

The buildings which existed in the Park when it was purchased by the Town of Richfield in 1997 have been or are in the process of being accurately restored by the Richfield Historical Society in compliance with the era of which they are representative. Those buildings are: the Messer/Mayer Mill and the Mill House and its associated outbuildings. The horse shed, pioneer homestead buildings, timber frame buildings and the Lillicrapp House have been added to the park through the efforts of the Richfield Historical Society. Thousands of volunteer hours have been spent in the process of restoring the original buildings and adding the other buildings. All of the buildings are or will be open to the public during events sponsored by the Society and/or by appointment.

- Messer/Mayer Mill: This historic building is the keystone of the park. It is a fine example of an early regional grist mill and is unique in the fact that it contains all of its original equipment in place as it existed when it was operating. Containing three generations of milling equipment and representing three types of power, this is a very rare historic example of local industry in rural America. The mill, with its equipment in place, has qualified the park to be registered on the National Registry of Historic Places and the Wisconsin Registry of Historic Places. It provides an in-depth educational experience demonstrating the changes in milling and milling equipment and power in an operational mill. The mill is planned to become operational in a series of phases with the first phase encompassing the use of the mill stones for grinding grain, elevators to move the grain, and the bolting (sifting) machines. The power source will be a 1913 vintage Superior gasoline engine that was acquired and restored by the Historical Society. The long term the vision is to restore the dam that once existed on the property and eventually use the original water power to power the mill. The roof, siding, and windows as well as some of the interior have been restored. Funds raised and spent on the mill to date amount to \$376,000.
- Mill House and Outbuildings: Woodshed, Smokehouse, Outhouse, and Barn
The restored Messer/Mayer House and outbuildings used by both the Messer and Mayer families provide educational displays depicting daily family living during the working days of the mill. Both families operated a farm on the property to sustain themselves in addition to operating the mill. These buildings represent early farm life in Wisconsin.
- Horse shed -- This building, reconstructed by volunteers, is a replica of the original horse shed used to house horses during inclement weather while grain was being processed. It is used as a venue at the Thresheree and potentially could be used for the display of wagons and/or farming equipment.



- Pioneer Homestead: Motz Log Cabin, Messer Log Barn
The Homestead Pioneer area provides an educational experience of Richfield's pioneer

living. The buildings were both original to the Richfield area and were donated to the Historical Society. They were moved the park and restored by the society volunteers. They are original German-style log buildings that were used by area pioneers.

- Timber Frame Area: Granary, Sugar Shack
The Timber Frame area buildings provide examples of timber frame construction. Timber frame was a construction technique used commonly to construct buildings after saw mills became available to saw logs into timbers and siding. The buildings are made from material salvaged from old local barns so are authentic to old buildings in appearance. The granary is currently used for storage but could be used to display rotating exhibits. The sugar shack is used to make maple syrup sold by the historical society and to demonstrate maple syrup production from maple trees located on the park grounds.
- Lillicrapp House: This frame farmhouse, built between 1860-1870, with an adaptation of classic Greek architecture, is located within the 5-acre parcel to the north of the Mill, on the east side of the drive leading to the Park. The house is historically significant because it was the first frame building constructed on Amy Belle Lake. It was donated to the historical society. It was moved to the site and restored by volunteers over a period of seven years. The most recent additions to the house and the area around the house are a handicap ramp, and a brick recognition walkway and steps to the proposed parking lot both installed in 2014. The house was placed in this location, because it is outside the boundaries of the area of the park qualified for the National Registry. Only historic buildings that were original to the grounds may be in the qualified area. The same restriction applies to the Pioneer Homestead and Timber Frame structures which are also outside the qualified area. The house will be used as the society headquarters and welcome center. A workshop for volunteer projects related to the park buildings is in the basement.

Projects in Process and Proposed Additions To the Richfield Historical Park

Messer/Mayer Mill Foundation

The foundation of the mill is not stable. Deterioration has occurred over the years due to operating vibration and water infiltration, and engineers have determined that the mill cannot be operated until the foundation is rebuilt. The goal of the Richfield Historical Society is to get the mill operating (our motto is Let's Get it Grinding). We believe that an operating mill will provide a tourist and educational resource of great prominence in Southeastern Wisconsin. This massive project cannot be directly undertaken by society volunteers. The historical society, therefore, has conducted a fundraising campaign (the Capital Campaign) to raise money for the restoration of the mill foundation. The campaign has been successful, and, to date, we have raised about \$438,000. This has been augmented with transfers to the Capital Campaign from operating funds from society events in the amount of \$130,000. The application of these funds is as follows:

- The society, in conjunction with the Village of Richfield, has developed a construction plan for the foundation. Phases 1 and 2 have been paid for, at a cost of about \$280,000, and the Capital Campaign continues to raise funds for phase 3.
- Phases 1 and 2 have been largely implemented, and, as a result about two thirds of the exterior walls of the foundation have been rebuilt. This foundation work was phase 1, completed in 2013. Phase 2 is a new mill entrance that will allow visitors to enter the basement of the mill so that they can observe the equipment at that level. We hope to have access to this area available by the late summer of 2015.
- Phase 3 of the plan consists of a rebuilding of the south wall of the Mill foundation and the support structures and water courses under the Mill. Once the funds have been raised, this project will be the next priority project of the society. The timing is estimated to be three to five years from the present. (2017-2019). The cost is estimated to be about \$600,000.

Mill Interior

- A new stairway allowing visitors to go from the mill basement to the first floor and the reinstallation of certain machinery that operated the elevators is planned for 2015. This will allow a more complete tour of the mill which can start at the basement and circulate through the first and second floors. Prior tours were restricted to the first and second floors.



Engine Shed

- This structure will be built at the south end of the mill to house the 25 hp Superior engine which has been purchased and restored by the Society. This is planned to be the source of power for the first phase of operation of the grist mill after the Mill foundation repair

work has been completed. The timing is estimated to be five to seven years from the present.(2019-2021). The cost has not been estimated.

Sawmill Foundation

- The 1851 sawmill will be replaced which was located on the SE corner of the grist mill. This project is estimated to be seven to ten years from the present. (2021-2024). The cost has not been estimated. Some funds have been donated for this project.

Parking Lot

- A gravel parking lot will be constructed south of the Lillicrapp House. This project will be finished in the spring of 2015. The estimated cost is about \$4,700.
- The size of the parking lot will be approximately 70 ft. wide by 120 ft. long.

Small Structures/Additions for Pioneer Homestead

- In order to enhance the experience of visiting the Pioneer Homestead area, some or all of the following small structures, which would be typical of what a homestead would have needed, could be added to make this area more authentic:
 - Outhouse
 - Bread Oven
 - Small Pig Barn
 - Garden
 - Animal Corral
- The timing of these projects is not possible to project. Constructing any of these structures will depend on the availability of volunteer labor and materials. The cost would be minimal due to the probable use of donated materials and volunteer labor.

Blacksmith Shop

- A blacksmith shop is planned to be built in the Timber Frame area on the east side of the road. This project is scheduled to start in the spring of 2015 pending approval of the Village of Richfield. The materials have largely been accumulated from donations. The building will be constructed from old beams and wood to give the appearance of an old structure. See addendum A for details of the proposed structure. Due to the use of donated materials and volunteer labor, the cost is estimated to be about \$3,200.

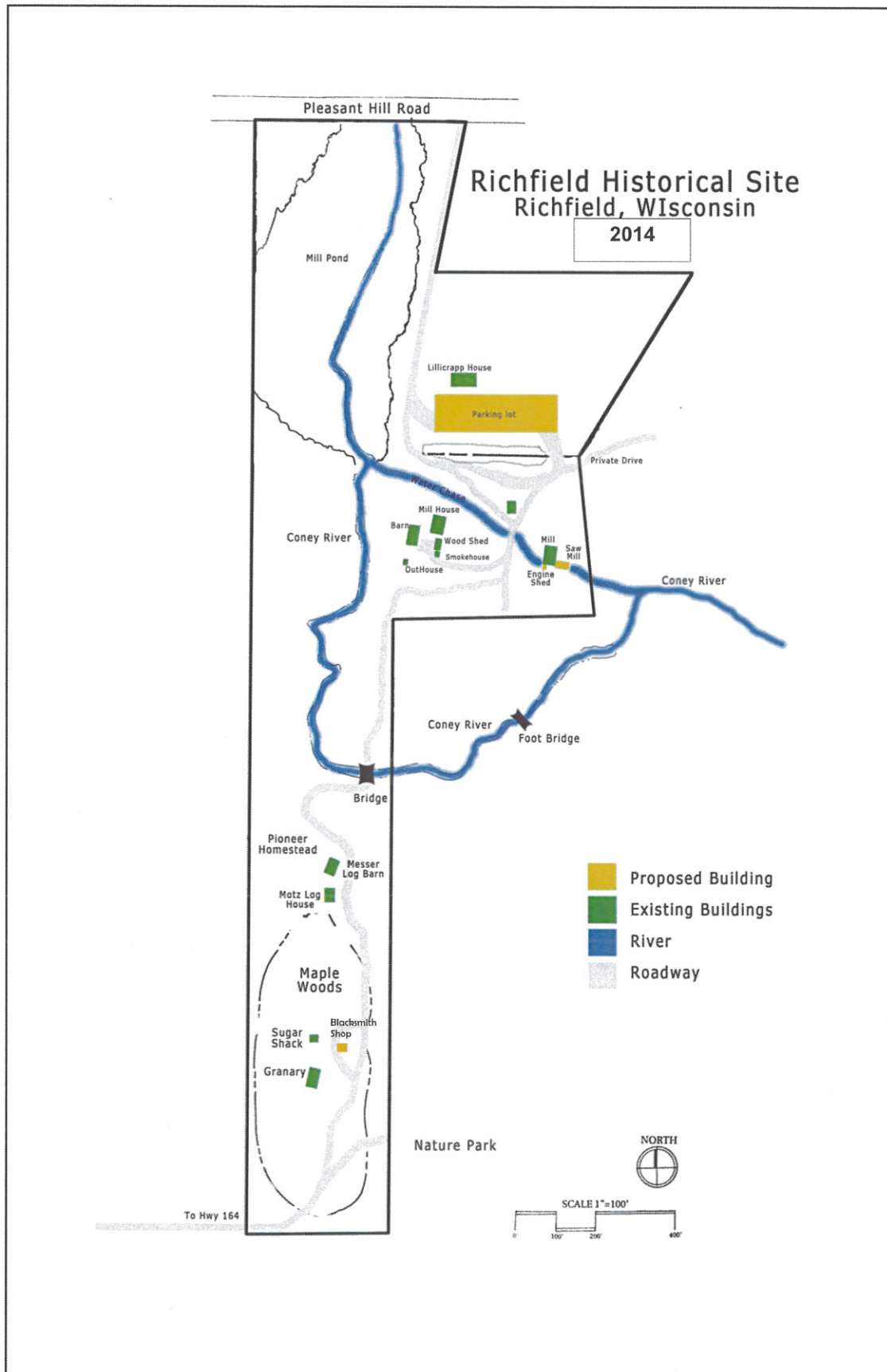
Dam and Mill Pond

- Investigation by the Richfield Historical Society to rebuild the dam and restore the mill pond will continue. The dam was several hundred feet north and west of the Mill House with the mill pond backed up to the north of the dam. The dam existed from about 1873

to the 1950's. Water power is the desired source of power for the mill since this was the original power for the turbine that drove all the machinery in the mill. This project is subject to approval by the Wisconsin Department of Natural Resources so an estimate of the timing and the cost is not currently possible.

Bridge in the Nature Park

- The existing pedestrian bridge over the Coney Creek in the SE corner of the field south of the Mill needs to be replaced or rebuilt. This is located in the Nature Park not the Historic Park, so replacement of the bridge is not the direct responsibility of the society even though the society has done the maintenance on the bridge for several years. Many park users utilize this bridge throughout the year and a new bridge would also be an improvement that would benefit the society by enabling tractors to cross this area of the creek during the annual Thresheree. As a result, the society is prepared to assist the Village in bridge reconstruction to reduce the cost. We recommend that this project be done in 2016. We believe that this project could be done for about \$7,000-8,000.



General Information

Park Usage and Attendance

- Annual Education Day: 150 – 200 persons
- RHS Yearly Events Attendance: 4,000 – 5,000 persons
- Hikers
- Dog Walkers
- Nature Lovers
- Picnickers
- Photographers
- Snowmobilers
- X-Country Skiers
- Canoe & Kayak Enthusiasts

Vehicle Traffic Flow Through the Park

- Retain the current flow of traffic.
- Maintain the current driveway from Pleasant Hill Road.

Pedestrian Traffic Flow

- Exit the parking lot via the pathway located in the southeast corner of the lot.
- Continue use of the bridge by the Mill.

Picnic Area

- The shady, grassy mowed area between the Mill and the Mill House currently serves as a picnic area with picnic tables randomly placed.

General Landscaping

- The proposed landscaping for the Park and its buildings entails a simple plan that is time period and setting appropriate.

Volunteers

- In the short time that RHS has been in existence, this ambitious organization has accomplished more than many other historical societies of comparable size because of our active volunteer base. One of the reasons for this success is due to the variety, quality and quantity of projects which keep our volunteers interested and busy. Our volunteers are appreciated and recognized. Our board members are all nominated from our volunteer base and all of them continue to spend many hours acting on society matters.
- Recorded volunteer hours: 2011: 9,426 hours; 2012: 9,571 hours; 2013: 9,281. Many volunteer hours are not recorded. Thousands of hours were donated prior to 2011.

Richfield Historical Society Contributions to the Park

Everything the historical society does is for the benefit of the Historical Park or the citizens of Richfield. All of our events are designed to be entertaining to the attendees and to raise funds for the historical society, and all of the funds we raise go to the park. We are a totally volunteer organization with no paid staff. Since we took on responsibility for the park, we have invested literally tens of thousands of hours and hundreds of thousands of dollars that we raised for the benefit of the Historical Park. We have done this because we collectively believe that this is a treasured resource that needs to be preserved to benefit all of us and those to come.

We believe that what we have done to and for the park has been beneficial. We hope that this plan will help the Village to understand what has been done, what may be done near term, and how things may evolve into the future.

Uniqueness of the Richfield Historical Park

- The Messer/Mayer Mill will be unique to a six-state area of publicly owned mills when it becomes operational.
- The Mill existed when milling technology changed from mill stones to roller mills.
- Only museum in the area which recognizes equipment built by Allis-Chalmers
- Opportunity to show historical significance of 100 years of milling through three different power sources (water, gasoline, electricity)
- Preserve a piece of the original history of Richfield
- Park is a community focal point
- Recreational facility (Hiking, Bicycling, X-Country Skiing, Snowmobiling)
- The Historical Park and the Nature Park complement each other
- Economic benefit to the community as a tourist attraction
- National and State Register of Historic Places
- Washington County Landmarks Commission

Addendum A RHS Blacksmith Shop

We propose to erect a timber frame blacksmith shop as shown in the attached drawings. Its dimensions would be approximately 22' X 40' with a cedar shingled roof. We feel a good location would be across the road from the sugar shack / granary with a 20' set back. We feel this location would not require the removal of any valuable trees nor infringe on the foot path. A donated gravel path would connect it to the current road.

We are working with Tim Einwalter who is an architect and a member of our society to design this structure. The plans call for supporting this building on 12 - 12" X 4' concrete piers with the floor being 6" above the park road. The required gravel fill will be donated.

We are ready to start clearing this site as soon as the approval process is complete and we have received permission from Village to proceed. This building is to be completed by the end of 2015.

After several meetings with the sites committee we have concluded that we have all the necessary material for the timber frame, ceiling joists and roof rafters. Some of these items are being stored in several barns and others will be donations that will have to be picked up. It's possible that some items would be cut at the next Threshereee.

Here is the list of materials and other costs for this project.

Cedar shingles	\$1,500.00
Concrete and forms	\$400.00
Assorted screws, nails and anchors	\$500.00
Exterior plywood 8 sheets	\$280.00
<u>Possible trucking expense</u>	\$500.00
	<hr/>
	\$3,180.00

Due to the fact that there are always unexpected costs that have not been accounted for I would budget \$3,180.00 not to exceed \$5,000.00 for this project. Of that amount we currently we have \$1,100.00 pledged. I would expect \$600.00 after we break ground and an additional \$500.00 next year.

This building would be an ongoing project and depending on donations, it would be embellished over time. I do not contemplate the need for additional funding from the RHS beyond normal maintenance as with all our buildings. The future plans would include a possible line shaft to power equipment we have in storage along with a permanent forge, hood and chimney.

Policies for use of all park buildings is and has always been set by the RHS board. This addition would follow that existing policy. Anyone using it would be a member of our society and would follow these policies with out exception.

I can report that we have two anvils with hand tools and a portable forge already pledged to this project. Moebius Ironworks located in Richfield has also stated they wish to help with this project. We would expect donations of additional items as the project moves forward. I believe this project should be added to next years publications to encourage donations of money and additional equipment.

We are convinced this would be a great addition to our park and provide an anchor project for our crew for 2015. Our crews work on the Grist Mill cannot proceed until its foundation is complete giving us time to work on this building. This project is fully funded by the Richfield Historical Society and will not require funding from the Village.

Del Schmechel
11/21/2014

**VILLAGE OF RICHFIELD &
RICHFIELD HISTORICAL SOCIETY
MANAGEMENT AGREEMENT**

The Village of Richfield, and the Richfield Park Commission (hereinafter "VILLAGE"), hereby declare that the Richfield Historical Society, Inc. (hereinafter "RHS") will manage the Richfield Historical Park, one of several parks in the Richfield Park System.

While the RHS will manage and oversee the 29-acre park, it is clearly understood that the entire 29-acres is owned by the VILLAGE for the benefit of all residents who are granted access to this site during normal park hours, except for restricted access to historical buildings on the site, which may be visited only during hours established by RHS.

NOW, THEREFORE, in consideration of the fulfillment of the management obligations of the parties hereinafter set forth, **IT IS MUTUALLY AGREED**, by and between the VILLAGE, the Richfield Park Commission and the RHS, Inc as follows:

1. Premises

The VILLAGE hereby delegates management duties to RHS, for the term and upon the conditions hereinafter set forth, herein, for those premises situated in the Village of Richfield, Washington County, State of Wisconsin, legally known as:

Richfield Historical Park

Part of the Northwest ¼, Southwest ¼ and Northeast ¼ of the Northwest ¼ of Section 9 Villageship 9 North, Range 19 East, in the Village of Richfield, Washington County, Wisconsin described as follows:

Twenty-nine (29) acres of land area and all existing buildings.

The Historical Park Masterplan is modified to exclude three acres south of the new nature park entrance. It is understood that those three acres will be included and maintained by the VILLAGE as part of the nature park. This acreage is approximately 40 feet south of the granary. The Historical Park Masterplan has been updated with a line detailing this southern boundary approximation. {Therefore: Original 27 acres, minus three acres south of the new nature park road. Plus, five acres of land north of the Historic Park acquired in 2005 from Harkelroad. Total: 29 acres.}

2. Term of Management Agreement

The initial term of this management agreement shall be for twenty-five (25) years, commencing on February 1, 2006 and ending on February 1, 2031. RHS and the VILLAGE shall have the option to renew this management agreement for additional 25-year terms in perpetuity. The renewal term shall be on similar terms and conditions as the initial agreement.

3. Use of Premise

RHS shall occupy the premises and the buildings thereon for the purpose of operating and maintaining the property as the Richfield Historical Park. The intent of the RHS is to not just

have static displays, but to develop a fully operational 1870's vintage mill with its surrounding land and related buildings. RHS also utilizes the premise for other historical operations, such as tapping maple trees, growing a garden and providing sitting areas in a natural setting.

RHS shall open the Messer/Mayer Mill to the public on scheduled days during at least four months of each calendar year, barring any unforeseen circumstances. RHS shall furnish the other portions of the Mill, residence and outbuildings with period furniture and other artifacts. RHS shall provide curatorial services and supervision of repairs and maintenance for the operation of the Richfield Historical Park property. Parts of the structures may be used for RHS administrative and support services.

A masterplan for the 29-acre parcel must be adopted by the Park Commission and Village Board before June 1, 2010.

Any new walking/hiking trails to be installed anywhere on the parcel shall first be approved by the Park Commission after conferring with RHS.

4. Village Funding

The Village Board shall consider any funding request and the budgeting information of RHS during its annual deliberations on the VILLAGE budget. The Village Board shall determine, during its annual budget deliberations, what amount, if any, it shall provide to RHS and for what specific purposes related to the maintenance, operation, improvement and preservation of the Richfield Historical Park property by RHS under this Management Agreement. The Village Board may decide to provide no funds or financial support whatsoever for the maintenance, operation, improvement or preservation of the Richfield Historical Park to RHS.

The Richfield Park Board shall be responsible for installing and maintaining trails throughout the 29-acre Historical Park.

5. Fees

RHS may require an admission charge to the Messer/Mayer Mill and other buildings. The RHS is also entitled to rent buildings and grounds for special events, such as family reunions, birthday parties, weddings, etc provided that no alcohol is allowed on the property without first obtaining a permit from the Village. RHS will have a contract with any users who rent out the facilities or premise.

No admission fees will be charged for individuals using the park or trails for personal recreation.

6. Other Activities of RHS

RHS may hold festivals and other public activities on the property, operate a gift shop, and retain all proceeds from such activities and operations, provided that no direct expenses therefore shall be paid from any funds that are provided by the VILLAGE. RHS has the right to close the Richfield Historical Park for RHS events with the approval of the Park Commission. RHS shall not hold or allow events to be held after 10 p.m. daily.

7. Insurance

The RHS is responsible for purchasing general liability insurance coverage, including personal and contractual liability with minimum limits of at least two million (\$2,000,000) dollars for each occurrence and four million (\$4,000,000) dollars in the aggregate and naming the VILLAGE as an additional insured under the policy. RHS will furnish the VILLAGE with a certificate of insurance annually.

The RHS shall maintain and pay for fire and extended coverage on the personal property kept on the premises. RHS will maintain a separate list of antiques and appraisals, if needed, of said items. The VILLAGE will not be responsible or replace any personal property at the site.

The VILLAGE shall be responsible for securing (special) coverage on the real property located within the Historical Park. The VILLAGE shall also provide general liability coverage on the property. RHS and its insurance shall be primarily responsible for any claims or liability of any kind related to or arising from special events, activities, maintenance, functions, work, or undertakings of any kind held, sponsored, or otherwise initiated by RHS members, volunteers, contractors or assigns on the premises. The Village Insurance policy shall be primarily responsible for all other claims, unless otherwise caused by RHS, its members, volunteers, contractors or assigns. RHS is responsible for reporting in writing the replacement cost values of the structures on the site by October 1 of each year.

The VILLAGE will not provide workers compensation insurance for the volunteer members of the RHS. It is the sole responsibility of RHS to develop a safety program to ensure the safety of all members and volunteers. RHS will be responsible for maintaining a release form for all members or volunteers who work on projects at the site. RHS will require all members and volunteers to sign a liability and injury waiver of insurance prior to any participation in the restoration project. All volunteers agree to hold harmless the VILLAGE. Copies of waivers to be provided to the VILLAGE on a quarterly basis.

Nothing in this Management Agreement shall be construed so as to authorize or permit any insurer of the VILLAGE or RHS to be subrogated to any right of the VILLAGE or RHS against the other party arising under this Management Agreement. The VILLAGE and RHS each hereby release the other for any loss to the property to be insured by either party under the terms of the Management Agreement, the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or person for whose acts or negligence the other party is responsible. Each of the VILLAGE and RHS shall obtain appropriate waivers of subrogation from their respective insurance carriers giving effect to this paragraph.

8. Indemnity Provision

RHS shall indemnify and hold harmless the VILLAGE from and against any and all claims arising from RHS's use of the premises and shall further indemnify and hold harmless the VILLAGE from any and all claims arising from any negligence or intentional acts of RHS, its agents, employees, customers, invitees, contractors, subcontractors and all other persons, and against all costs, attorney fees, expenses and liabilities incurred in the defense of such claim or any action proceeding brought thereon. The liability referred to herein also includes but is not limited to, statutory liability and liability under worker's compensation laws in connection with

claims for damages as the result of injury or death of any person or property damage to any property sustained by RHS, its agents and employees.

9. Accountability

RHS shall furnish the VILLAGE a copy of its federal and state tax returns. The VILLAGE may inspect RHS's books at any time, with reasonable advance notice.

10. Right of Entry

The VILLAGE shall have the right of access to any and all portions of the premises, at any and all reasonable hours, and upon reasonable notice, for the purpose of inspecting, analyzing and/or gathering information relating to the operation of the premises or to the premise itself.

11. Compliance with Laws

RHS shall comply with all applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or local, lawfully exercising authority over the premises or over the operations carried out pursuant to this Management Agreement, including but not limited to Wisconsin's Open Records Law and any public bidding requirements that may apply to RHS.

12. Assignment and Subleasing

RHS shall not mortgage, hypothecate, pledge or otherwise encumber or assign the Management Agreement herein created; neither shall RHS sublet or sublease the premise, in whole or in part.

13. Modification or Amendment of Management Agreement

This Management Agreement may be modified or amended upon the mutual agreement of the parties. However, such modification or amendment must be in writing, dated and fully executed by both parties.

Any unforeseen circumstances, problem, dispute or disagreement regarding the role of either party in the Management Agreement or regarding the use and operation of the Richfield Historical Park property that is not addressed by the express terms of this Management Agreement shall be resolved by the Richfield Village Board.

14. Site Alterations and Additions

The Richfield Park Commission and Village Board shall have direct responsibility to approve or deny future buildings or roads. RHS will not accept donations of additional structures, or erect any additional structures, such as homes, churches, barns, or other historical buildings on the 29-acre site, without first obtaining approval from the Village Board in writing. Construction or acceptance of any structure(s), regardless of size or condition, will be subject to language in Village Ordinance 70-133(9) *Neighborhood Work Shop and Public Hearing Requirements*. A public hearing with the Park Commission will also be required before the Park Commission would make a recommendation to the Village Board.

Significant site alterations, such as forestry, wetland filling, modifying masterplan, changing aesthetics of park, etc. must first be approved by the Richfield Park Commission. The VILLAGE will notify and confer with RHS if any alterations or modifications are to be performed by the VILLAGE at the Historical Park.

RHS can make minor structural changes, additions or alterations to the structures on the site as deemed necessary. The Village's building inspector shall be consulted when required by local and state building codes. The VILLAGE will waive all building fees associated with the improvements to the site. Additions, alterations and changes shall be submitted in report form.

15. Termination

This Management Agreement may be terminated at any time upon the mutual agreement of both the RHS and VILLAGE. Either the RHS or VILLAGE may cancel this Management Agreement with at least one hundred eighty (180) days written notice. If the Management Agreement is cancelled, both parties pledge to work together by sharing all records, documents and data required to ensure a smooth transition.

16. Reports

RHS shall submit a monthly written report summarizing Richfield Historical Park activities to the Park Commission Chair that may be added to the agenda for discussion purposes. The report shall be submitted via email no later than 5 p.m. one day prior to the Park Commission meeting.

17. Regulations

This Management Agreement shall be binding upon the parties, hereto, their respective heirs, devisees, personal representatives, administrators, successors and assigns. It cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto; any such variance or waiver must be in writing, dated and fully executed by both parties.

No waiver by the VILLAGE or RHS of any breach of any provision of this Management Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof, or of any continuing or subsequent breach of the same provision.

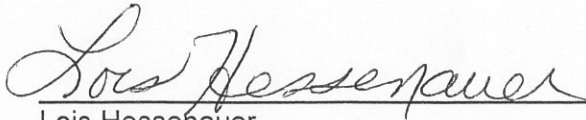
Each right of the parties hereto is accumulative and is in addition to each other legal right which the party may have in the event of any default of the other.

In the event any covenant, condition or provision herein contained is held to be invalid by a final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

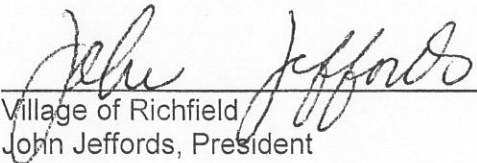
This Management Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Dated and executed this 21st day of May, 2009.

Signed:

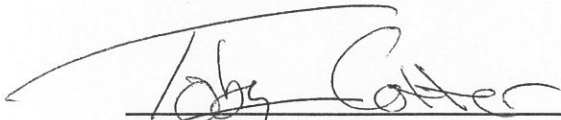
A handwritten signature in cursive script, reading "Lois Hessehauer", written over a horizontal line.

Lois Hessehauer
President, Richfield Historical Society

A handwritten signature in cursive script, reading "John Jeffords", written over a horizontal line.

Village of Richfield
John Jeffords, President

Attest:

A handwritten signature in cursive script, reading "Toby Cotter", written over a horizontal line.

Village of Richfield
Toby Cotter, Administrator/Clerk